

REMARKS

Claims 1-24 are pending in the application.

Claims 1-24 have been rejected.

Claims 1, 8, 15 and 20 have been amended.

Unless otherwise specified in the below discussion, Applicants have amended the above-referenced claims in order to provide clarity or to correct informalities in the claims. Applicants further submit that, unless otherwise discussed below, these amendments are not intended to narrow the scope of the claims. By these amendments, Applicants do not concede that the cited art is prior art to any invention now or previously claimed. Applicants further reserve the right to pursue the original versions of the claims in the future, for example, in a continuing application.

Rejection of Claims Under 35 U.S.C. §102

Claims 1-6, 8-13 and 15-24 stand rejected under 35 U.S.C. §102(e) as purportedly being anticipated by U.S. Patent Publication No. 2002/0062277 naming Foster as inventor ("Foster"). Applicants respectfully traverse this rejection.

Independent Claims 1 and 8, as amended, each contain limitations of substantially the following form:

communicating a user interface from a server system to a client system via a network communication link, wherein

the user interface includes a plurality of user interface displays configured to capture consumer loan application data corresponding to a plurality of consumer loan applications,

the plurality of user interface displays are configured to receive a user input from a user of the consumer loan application data in at least one

data field associated with one of the plurality of consumer loan applications selected by the user, and

the user interface is configured to present a sequence of user interface displays associated with the selected consumer loan application wherein the sequence of user interface displays is a subset of the plurality of user interface displays;

receiving the consumer loan application data at the server system from the client system via the network communication link;

storing the consumer loan application data in a storage device, wherein said storing is performed by the server system; and

communicating at least a portion of the consumer loan application data input by the user from the server system to the client system to pre-populate at least one data field corresponding to a subsequent user interface display of the sequence of user interface displays for display to the user.

See, e.g., Claim 1 (amended). Independent Claims 15 and 20, as amended, each include limitations of substantially the following form:

receiving a user interface from a server system via a network communication link, the user interface including a plurality of user interface displays configured to capture consumer loan application data corresponding to a plurality of consumer loan applications;

receiving a user input from a user, the user input comprising entry of the consumer loan application data into at least one data field associated with one of the plurality of consumer loan applications specified by the user;

displaying a sequence of user interface displays associated with the specified consumer loan application wherein the sequence of user interface displays is a subset of the plurality of user interface displays;

communicating the consumer loan application data to the server system to store in a storage device;

receiving at least a portion of the consumer loan application data input by the user from the server system to pre-populate at least one data field of a subsequent user interface display of the sequence of user interface displays; and

displaying the subsequent user interface display to the user.

See, e.g., Claim 15 (amended). While these sets of independent claims include differing limitations, the rationale for their validity is the similar and thus the following argument is applicable to all the amended independent claims.

Applicants respectfully submit that the cited sections of Foster fail to provide disclosure of all the limitations of the amended independent claims. The sections of Foster cited against the various claim limitations do not provide for the claimed display of user-inputted data back to the user in a subsequent user interface display.

The Office Action cites to paragraphs [0012]-[0021] of Foster as purported disclosure of the limitations of the independent claims. *See* Office Action, pp.3-4. This section of Foster relates to a mechanism for completing a transaction cycle for leasing commercial real estate over a network. *See* Foster, ¶ [0012]. Building owners/agents can purportedly list available rental space on a server website. *See* Foster, ¶ [0013]-[0016]. A prospective tenant can purportedly search a space database provided by a property services server platform. *See* Foster, ¶ [0017]. The prospective tenant then purportedly receives an availability survey and from which the prospective tenant can select properties. *See* Foster, ¶ [0018]-[0019]. If a prospective tenant wishes, they can purportedly extend an offer using a template which is then responded to by the owner/agent in a bid-and-ask exchange. *See* Foster, ¶ [0019]-[0020]. Once in agreeable form, a term sheet is generated to be signed by the parties. *Id.*

The Office Action suggests that Foster's "bid/ask data" corresponds to the claimed "consumer loan application data." *See* Office Action, p.3; *see also* Office Action, p.10. The Office Action also posits that Foster's "online templates ... exchanged in bid-ask iterations" correspond to the claimed "sequence of user interface displays." *See* Office Action, p.3-4. As provided by Foster, "[t]he tenant and owner ... can exchange bid-and-ask iterations of the proposal template online." Foster, ¶ [0020]. If Foster's "tenant" provides a bid with some input information, then the exchanged "template" that the tenant will receive from the "owner" will not have the "tenant's"

information in it, but instead will contain information modified by the “owner” and will thus not be “a portion of the consumer loan application data input by the user,” as claimed.

The Office Action cites to the “bid-and-ask iterative exchange” as corresponding to the claimed “sequence of user interface displays.” *See* Office Action, p.4; *see also* Office Action, p.10 (“[w]hen a counter offer is made, that information is used to pre-populate fields in the online proposal template which is subsequently displayed to the opposite party”). But, as stated above, this exchange of bid-and-ask does not provide the claimed displaying of the user’s own inputted information to the user in a subsequent display. Further, Foster’s so-called “lease documents” are only generated after significant negotiations (e.g., “bid-and-ask iterations”) (Foster, ¶ [0020]), generation of an “electronic term sheet” (*id.*), and amendments (Foster, ¶ [0021]). Further, there is no indication that Foster’s “lease documents” are part of a “subsequent user interface display of the sequence of user interface displays,” as claimed. Therefore, the cited sections of Foster fail to provide disclosure of the claimed limitations.

For at least these reasons, Applicants submit that the cited sections of Foster fail to provide disclosure of all the limitations of independent Claims 1 and 8, as amended, and all claims depending therefrom and that these claims are in condition for allowance. The Office Action has rejected independent Claims 15 and 20 by citing the same sections of Foster. Similarly, Applicants submit that the cited sections of Foster fail to provide disclosure of all the limitations of independent Claims 15 and 20, and all claims depending therefrom, for the same reasons as discussed above and that these claims are in condition for allowance. Applicants therefore respectfully request the Examiner’s

reconsideration and withdrawal of the rejections to these claims and an indication of the allowability of same.

Rejection of Claims Under 35 U.S.C. §103

Claims 7 and 14 stand rejected under 35 U.S.C. §103(a) as purportedly being unpatentable over Foster in view of U.S. Patent No. 6,301,586 issued to Yang (“Yang”). Applicants respectfully traverse these rejections.

In order for a claim to be rendered invalid under 35 U.S.C. § 103, the subject matter of the claim as a whole would have to be obvious to a person of ordinary skill in the art at the time the invention was made. *See* 35 U.S.C. § 103(a). This requires: (1) the reference(s) must teach or suggest all of the claim limitations; (2) there must be some teaching, suggestion or motivation to combine references either in the references themselves or in the knowledge of the art; and (3) there must be a reasonable expectation of success. *See* MPEP 2143; MPEP 2143.03; *In re Rouffet*, 149 F.3d 1350, 1355-56 (Fed. Cir. 1998).

Dependent Claims 7 and 14 each contain substantially the following limitations:

wherein the plurality of user interface displays comprises:

a sequence of user interface displays configured to capture consumer loan application data corresponding to the one of the plurality of consumer loan applications specified by the user, wherein

the sequence of user interface displays being accessible to the user in series via actuation of a button associated with each display of the sequence of user interface displays.

See, e.g., Claim 7. The Office Action admits that Foster fails to teach the sequence of user interface displays as provided in dependent Claims 7 and 14. *See* Office Action, p.9.

In order to compensate for this deficient disclosure, the Office Action relies upon the

teachings of Yang. Applicants respectfully submit that Yang fails to provide disclosure of the limitations of Claims 7 and 14.

As an initial matter, Applicants respectfully submit that the Office Action cites to a large portion of text of Yang as purported disclosure of the claim limitations and provides little-to-no indication of what portions of the cited text correspond to the elements of the claims, as required. Applicants submit that the particular parts of the cited reference that are relied upon in the Office Action have not been designated as nearly as practicable, and the pertinence of the reference has not been clearly explained, both as required by 37 C.F.R. §1.104(c)(2). Nevertheless, Applicants have made every effort to respond to the rejections outlined in the Office Action.

The Office Action suggests that “user actuation of interface in a database system” corresponds to the claimed “sequence of user interface displays being accessible to the user in series via actuation of a button associated with each display of the sequence of user displays.” See Office Action, p.9. Upon inspection of the cited section of Yang, Applicants have only found the following section that appears to correspond to the above-quoted language:

According to another aspect, printout of multimedia objects is enhanced by allowing user-selection of some of the plural fields in the database to be printed in accompaniment with image data in the database. According to this aspect, a user interface is defined which allows a user to select fields from the database to be printed with an image component of the multimedia object, together with user selection of a template with which data is to be printed.

Yang 2:14-21. Applicants respectfully submit that this section of Yang fails to provide disclosure of the claim limitations. The quoted section relates only to purportedly selecting database fields, not to making a sequence of user interface displays accessible, as claimed. The quoted selection provides no disclosure of a “button associated with

each display of the sequence of user interface displays,” either. The cited section merely provides for purported selection of some fields associated with a multimedia object to be displayed. Such disclosure fails to provide, either explicitly or implicitly, the claim limitations of Claims 7 and 14.

Even if the cited disclosure of Yang did provide disclosure of the limitations of Claims 7 and 14 (a proposition to which Applicants do not concede), the Office Action fails to provide any motivation to combine the references. The Office Action makes no showing of a motivation to combine Foster with Yang from within the references themselves; therefore, it must be presumed that there is none. It is well-established that the best defense to hindsight is a “rigorous application of the requirement for a showing of a teaching or motivation to combine the prior art references.” See *Ecolchem, Inc. v. Southern California Edison Co.*, 227 F.3d 1361, 1371 (Fed. Cir. 2000); *Brown & Williamson Tobacco Corp. v. Philip Morris Inc.*, 229 F.3d 1120, 1124-25 (Fed. Cir. 2000). A showing of combinability must be “clear and particular” and “broad conclusive statements about the teaching of multiple references, standing alone, are not ‘evidence.’” See *Ruiz v. A.B. Chance Co.*, 234 F.3d 654, 666 (Fed. Cir. 2000); *Brown & Williamson*, 229 F.3d at 1125.

The reason, suggestion, or motivation to combine may be found explicitly or implicitly: 1) in the prior art references themselves; 2) in the knowledge of those of ordinary skill in the art that certain references, or disclosures in those references, are of special interest or importance in the field; or 3) from the nature of the problem to be solved, “leading inventors to look to references relating to possible solutions to that problem.”

Ruiz, 234 F.3d at 665.

The Office Action presents nothing more than broad, generalized statements related to the motivation of a person of ordinary skill, which Applicants respectfully

submit is insufficient to support a finding of obviousness. The Office Action merely states that “[i]t would have been obvious ... to have combined the actuation feature of Yang with the loan application method and machine-readable medium of Foster to facilitate filling out the forms and increase the use by prospective clients.” See Office Action, p.9. There is no indication that selection of forms is at all desirable in the “bid-and-ask” exchange provided by Foster. Nor is there any indication that the database field selection provided by Yang is in any way compatible with the proposal template of Foster. Yang relates to multimedia description fields, yet there is no disclosure of any multimedia data in Foster. Even were Yang’s field selection mechanism included somehow in Foster, there is no indication that such a combination would provide the functionality of Claims 7 and 14 in which a sequence of user interface displays is made accessible to a user via actuation of a button associated with each display.

In addition, the Office Action does not establish that the references which are combined are of special interest or importance in the field. Indeed, while Foster is in the field of “leasing transactions for real estate properties” (Foster, ¶ [0001]), Yang is in the separate and distinct field of “managing multimedia objects such as text, images, sound, and video clips” (Yang 1:6-12). Nor does the Office Action present any evidence of a problem to be solved from within those references themselves. Instead, the Office Action fabricates such a problem to be solved, not from the teachings of the cited references, but from the teaching of Applicants’ own disclosure.

For these reasons, Applicants respectfully submit that the Office Action fails to present a *prima facie* case of obviousness of dependent Claims 7 and 14 and that they are in condition for allowance. Applicants therefore request the Examiner’s reconsideration

and withdrawal of the rejections to those claims, and an indication of the allowability of same.

CONCLUSION

In view of the remarks set forth herein, the application and the claims therein are believed to be in condition for allowance without any further examination and a notice to that effect is solicited. Nonetheless, should any issues remain that might be subject to resolution through a telephonic interview, the Examiner is invited to telephone the undersigned at 512-439-5090.

If any extensions of time under 37 C.F.R. § 1.136(a) are required in order for this submission to be considered timely, Applicant hereby petitions for such extensions. Applicant also hereby authorizes that any fees due for such extensions or any other fee associated with this submission, as specified in 37 C.F.R. § 1.16 or § 1.17, be charged to deposit account 502306.

Respectfully submitted,

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